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Contract Information Management

AMERITECH OC-48 DEDICATED RING SERVICE  
ICB AGREEMENT

This agreement ("Agreement") is entered into as of the last signature hereto (the "Effective Date") by and between Business Communications Services, a division of SBC Global Services, Inc., as agent and representative of Wisconsin Bell, Inc. d/b/a SBC Wisconsin ("Ameritech") and Milwaukee Public Schools ("Customer") for Ameritech Dedicated Ring Service ("ADRS" or "Service") to be provided at the locations listed in Attachment A. This Agreement replaces in its entirety the existing Sonet Network Agreement between Ameritech and Customer dated February 24, 1999 (CIM Contract File No. 19990224-0219). No termination penalties or other cancellation charges shall accrue to Customer as a result of this replacement.

**Section 1. Service Term.** The Service shall be effective for a period of thirty-six (36) months, commencing thirty (30) days after Ameritech's receipt of signed Agreement, or such other date as mutually agreed upon by Ameritech and Customer.

**Section 2. Services to be Provided.** Customer hereby orders, and Ameritech agrees to provide the services described in Attachment A.

**Section 3. Payment for Services.** Customer agrees to pay Ameritech in accordance with the payment terms set forth in Attachment B.

**Section 4. Title to Facilities.** Except as specifically set forth herein or in Ameritech tariffs on file with the Public Service Commission of Wisconsin ("PSC of W"), Customer shall not receive ownership, exclusive use or any other right or interest in the facilities used by Ameritech to furnish the services provided hereunder.

**Section 5. Limitation of Liability.** Except as specifically set forth in PSC of W Tariff No. 20, Ameritech shall not be liable to Customer for any indirect, incidental or consequential damages, including lost or anticipated profits. Ameritech shall not be liable for damages (special, consequential or otherwise) resulting from delays in the initial service date. Ameritech's liability, if any, shall not exceed an amount equal to the proportionate charge for the period during which any right of Customer was affected.

**Section 6. Access to Customer Premises.** Ameritech shall have the right to access Customer premises at all times as reasonably necessary to fulfill its obligations hereunder, provided that Ameritech representatives comply with all facility rules and regulations applicable to such premises.

**Section 7. Force Majeure.** Neither party shall be held liable for any delay or failure in performance of any part of this Agreement due to Force Majeure Conditions or from any cause beyond its reasonable control and without its fault or negligence.

**Section 8. Amendments; Waivers.** This Agreement or any part thereof or any Attachments hereto or documents referred to herein may be modified or additional provisions may be added only by written agreement signed by or on behalf of both parties. No course of dealing or failure of any party to strictly enforce any term, right or condition of the Agreement shall be construed as a waiver of such term, right or condition.

**Section 9. Notices and Demands.** Any notice which, under the terms of this Agreement, must or may be given or made by either party shall be in writing and shall be given by certified or registered mail, return receipt requested, addressed to the respective parties as follows:

To Ameritech:

Ameritech  
Contract Manager  
2nd Floor  
17950 W. Corporate Drive  
Brookfield, WI 53045

To Customer:

Milwaukee Public Schools  
Attn: Michael Turza, Director  
5225 West Vliet Street  
Milwaukee, WI 53208-2698

Any party may change its own address by giving thirty (30) days prior written notice to the other party as set forth in this Section.

**Section 10. Third-Party Beneficiaries.** This Agreement shall not provide any person not a party to the Agreement with any remedy, claim, liability, reimbursement, claim of action or other right in excess of those existing without reference to this Agreement.

**Section 11. Assignment.** Customer shall not assign or otherwise transfer any rights or obligations under this Agreement without the prior written consent of Ameritech, which shall not be unreasonably withheld or delayed. Any such assignment without the prior written consent of Ameritech shall be void.

**Section 12. Scope of this Agreement and Relationships to Other Documents.** The services and goods provided by Ameritech are furnished pursuant to Ameritech's tariffs and all amendments and revisions thereto on file with the PSC of W. Ameritech tariff PSC of W No. 20, Part 15, Section 3, specifically addresses Ameritech Dedicated Ring Service. Customer acknowledges an understanding of this tariff and an understanding that the General Regulations contained in Ameritech's filed tariffs apply to the services provided hereunder. Ameritech is not bound by any representations or inducements not set forth in its tariffs or this Agreement. Customer acknowledges having read the terms and conditions of this Agreement and agrees to be bound thereby. To the extent that this Agreement (and its Attachments) is in conflict with any other prior agreements, oral or written

representations, statements, negotiations, understandings or proposals, the terms of this Agreement (and its Attachments) shall control; to the extent that this Agreement (and its Attachments) is in conflict with any terms and conditions of any Ameritech tariffs on file with the PSC of W, the terms of this Agreement (and its Attachments) shall control.

IN WITNESS WHEREOF, the parties have entered into this Agreement.

**Milwaukee Public Schools**

Date: 7-31-2003

Printed Name: JANE DAVIS

Signature: [Signature]

Title: DIRECTOR OF TECHNOLOGY

**Ameritech**

Date: 9/1/03

Printed Name: Charnette Moore  
Contract Information Management

Signature: [Signature]

Title: \_\_\_\_\_

**List of Attachments**

Attachment A:	Description of Service
Attachment B:	ADRS Payment Terms

## **Attachment A**

### **Service Description**

Ameritech ISDN Prime Service is a digital business service that provides access from a customer premises to Ameritech's circuit switched voice, circuit switched data and packet switched data services via a 1.544 Mbps central office termination and a 1.544 Mbps channel to the customer's premises. The channel may be a DS1 Local Distribution Channel (LDC) or part of a DS3, OC-3, OC-12 LDC or other suitable facility. The rates and charges for the channel and multiplexing, where applicable, are in addition to those for the ISDN Prime termination.

The Ameritech ISDN Prime Service interface is provided in base capacities of twenty-three 64 Kbps "B" channels and one 64 Kbps "D" channel (23 B+D). The "D" channel is used for out of band signaling and control of the "B" channels. Where technology permits, "D" channels can be shared by two ISDN Prime central office interfaces for the same customer. "B" channels can be dedicated to either circuit switched data or voice services, or they may share these service types by using the Call-By-Call feature. 64 Kbps "B" channel packet switched data channels are always dedicated to packet service.

The Ameritech ISDN Prime and DS1 Service contemplated in this Agreement shall be governed by the provisions of the PSC of W Tariff No. 20, Part 17, Section 2 and Part 15, Section 3 with the following exceptions:

1. Recurring monthly pricing for Ameritech ISDN Prime and DS1 Service is ICB per Attachment B, contingent upon Customer's concurrent acceptance of this Agreement and: (i) an Ameritech Master Discount Agreement and Network Services Attachment with thirty-six (36) month terms as specified in Ameritech RFD No. 03-WI-66677; and (ii) an Ameritech OC-48 Dedicated Ring Service ICB Agreement with a thirty-six (36) month term as specified in Ameritech RFD No. 03-WI-66874.

## **Attachment B**

### **Payment Terms**

**Customer:** Milwaukee Public Schools

**Service:** Ameritech ISDN Prime and DS1 Service

**Service Effective Date:** Thirty (30) days after Ameritech's receipt of signed Agreement, or such other date as Ameritech and Customer may decide.

**Service Term:** 36 Months

#### ***Ameritech ISDN Prime and DS1 Service Recurring Charges:***

<u>Description</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Ext. Price</u>
Ameritech ISDN Prime Service from the Customer locations described below to the serving Ameritech Central Office	173	\$ 313.00	\$54,149.00
Ameritech DS1 Service Local Distribution Channel from the Customer locations described below to the serving Ameritech Central Office	173	\$ 112.00	\$19,376.00
<b>Total Monthly Recurring Charge (36 Months)</b>			<b>\$73,525.00</b>

***Ameritech ISDN Prime and DS1 Service Non-Recurring Charges.***

<u>Description</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Ext. Price</u>
Ameritech ISDN Prime Service from the Customer locations described below to the serving Ameritech Central Office	173	\$2,000.00	N/A
Ameritech DS1 Service Local Distribution Channel from the Customer locations described below to the serving Ameritech Central Office	173	\$ 695.00	N/A
<b>Total Non-Recurring Charge</b>			<b>N/A</b>

***Pricing Notes:***

- Note 1: Above prices do not include any applicable Federal, State or Local taxes.
- Note 2: Additional charges apply for Federal Access, End User Complex Line Port, Long Term Number Portability, Federal Universal Service Fee, 911 Emergency System, and ISDN Prime Telephone Numbers, which are billed monthly per tariff regulations.
- Note 3: All payments are due within thirty (30) days of receipt by Customer of the invoice for such charges.
- Note 4: Customer may install up to twenty (20) additional Ameritech ISDN Prime and DS1 Service circuits between Customer locations and the serving Ameritech Central Office at the above prices during the Term of this Agreement. Each additional circuit shall have its own thirty-six (36) month contract term.
- Note 5: At any time during the term of this Agreement, Customer may upgrade to a new Ameritech contract and termination charges shall not apply provided the upgraded contract term is equal to or longer than the term remaining on this Agreement.

Existing Ameritech ISDN Prime and DS1 Service Circuits:

Account Telephone Number	USOC	Qty	USOC DESCRIPTION	List Address	Serving CO
262R248800	TZ4X3	1	LDC - Per Pt of Termn Zone 3	7171 W BROWN DEER RD FL 1	
262R248800	ZPAZD	1	ISDN Prime Connection	7171 W BROWN DEER RD FL 1	MILWWI16
262R418061	TZ4X3	1	LDC - Per Pt of Termn Zone 3	8251 N CELINA ST FL 1	
262R418061	ZPAZD	1	ISDN Prime Connection	8251 N CELINA ST FL 1	MILWWI16
262R418063	TZ4X3	1	LDC - Per Pt of Termn Zone 3	9520 W ALLYN ST FL 1	
262R418063	ZPAZD	1	ISDN Prime Connection	9520 W ALLYN ST FL 1	MILWWI16
414R058376	TZ4X3	2	LDC - Per Pt of Termn Zone 3	6620 W CAPITOL DR	
414R058376	ZPQZD	2	ISDN Pri Acc T1 Fac-23B/D	6620 W CAPITOL DR	MILWWI28
414R138634	TZ4X3	17	LDC - Per Pt of Termn Zone 3	5225 W VLIET ST	
414R138634	ZPAZD	1	ISDN Prime Connection	5225 W VLIET ST	MILWWI12
414R138634	ZPBXD	2	Back-Up D Channel-Per Group	5225 W VLIET ST	
414R138634	ZPQZD	16	ISDN Pri Acc T1 Fac-23B/D	5225 W VLIET ST	MILWWI12
414R138855	TZ4X3	3	LDC - Per Pt of Termn Zone 3	5225 W VLIET ST	
414R138855	ZPAZD	1	ISDN Prime Connection	5225 W VLIET ST	MILWWI12
414R138855	ZPQZD	2	ISDN Pri Acc T1 Fac-23B/D	5225 W VLIET ST	MILWWI12
414R138857	TZ4X3	1	LDC - Per Pt of Termn Zone 3	5075 N SHERMAN BLVD	
414R138857	ZPQZD	1	ISDN Pri Acc T1 Fac-23B/D	5075 N SHERMAN BLVD	MILWWI12
414R138860	TZ4X2	1	LDC - Per Pt of Termn Zone 2	2525 N SHERMAN BLVD	
414R138860	ZPQZD	1	ISDN Pri Acc T1 Fac-23B/D	2525 N SHERMAN BLVD	MILWWI27
414R138862	TZ4X1	1	LDC - Per Pt of Termn Zone 1	1515 W LAPHAM BLVD	
414R138862	TZ4X2	1	LDC - Per Pt of Termn Zone 2	1515 W LAPHAM BLVD	
414R138862	ZPQZD	2	ISDN Pri Acc T1 Fac-23B/D	1515 W LAPHAM BLVD	MILWWI34
414R138864	TZ4X1	2	LDC - Per Pt of Termn Zone 1	1124 N 11TH ST FL MSTR C	
414R138864	ZPAZD	2	ISDN Prime Connection	1124 N 11TH ST FL MSTR C	MILWWI13
414R138865	TZ4X3	1	LDC - Per Pt of Termn Zone 3	6215 W WARNIMONT AVE	
414R138865	ZPQZD	1	ISDN Pri Acc T1 Fac-23B/D	6215 W WARNIMONT AVE	MILWWI30
414R138869	TZ4X3	1	LDC - Per Pt of Termn Zone 3	4141 N 64TH ST FL MSTR C	
414R138869	ZPAZD	1	ISDN Prime Connection	4141 N 64TH ST FL MSTR C	MILWWI28
414R162182	TZ4X3	2	LDC - Per Pt of Termn Zone 3	6620 W CAPITOL DR	
414R162182	ZPQZD	2	ISDN Pri Acc T1 Fac-23B/D	6620 W CAPITOL DR	MILWWI28
414R248443	TZ4X2	1	LDC - Per Pt of Termn Zone 2	2751 S LENOX ST	
414R248443	ZPQZD	1	ISDN Pri Acc T1 Fac-23B/D	2751 S LENOX ST	MILWWI42
414R248445	TZ4X2	1	LDC - Per Pt of Termn Zone 2	1801 W OLIVE ST	
414R248445	ZPAZD	1	ISDN Prime Connection	1801 W OLIVE ST	MILWWI17